IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT COURT OF NEW JERSEY

Information Assurance Specialists, Inc., Plaintiff, v. Mission Mobility, LLC Defendant.	CIVIL ACTION NO. JURY TRIAL DEMANDED

COMPLAINT

Information Assurance Specialists, Inc. ("Plaintiff") hereby complains of and alleges against Defendant, Mission Mobility, LLC ("Defendant"), as follows:

PARTIES

i. Plaintiff, Information Assurance Specialists, Inc. is a New Jersey corporation having an address at 900 Route 168, Suite C4, Turnersville, NJ.

ii. Plaintiff is the exclusive licensee of the United States Patent Nos. 8,832,425, 9,282,105, and 9,485,277 (Patents-in-Suit), and possesses all rights thereto, including the exclusive right to exclude the Defendant from making, using, selling, offering to sell or importing in this district and elsewhere into the United States the patented invention(s) of the Patents-in-Suit, the right to sublicense the Patents-in-Suit, and to sue the Defendant for infringement and recover past damages.

iii. Upon information and belief, Defendant Mission Mobility, LLC, is a Delaware limited liability company having business addresses at 500 Woodlake Drive, Suite 105, Chesapeake VA and (hereafter "Defendant").

iv. Upon information and belief, Defendant's registered agent is "Smack, Michael" having an address at 500 Woodlake Drive, Suite 105, Chesapeake Va.

JURISDICTION AND VENUE

1. This is a civil action arising under the Patent Laws of the United States of America, 35 U.S.C. § 101, *et seq*.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

3. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400.

4. This Court has personal jurisdiction over Defendant because Defendant, *inter alia*, transacts business in the State of New Jersey, engages in a persistent course of conduct in the State of New Jersey, and expects, or reasonably should expect, its acts to have legal consequences in the State of New Jersey. Defendant has committed acts of infringement within this District.

FACT COMMON TO ALL COUNTS

5. Plaintiff is an industry leader in the field of secure communication equipment.

6. Among other products, Plaintiff offers a line of secure communication

equipment. Attached as Exhibit A is a screen capture of Plaintiff's secure communication equipment supplier as shown on Plaintiff's website at https://www.iaspecialists.com/products.html.

7. Plaintiff's secure communication equipment are covered by United States Patent No. 8,832,425 entitled "Wide Area Network Access Management Computer" (the '425 Patent) which was duly issued by the United States Patent and Trademark Office (USPTO) on September 9, 2014. A copy of the '425 Patent is attached as Exhibit B. Plaintiff is the exclusive licensee of the '425 Patent and has standing to sue for infringement.

8. Plaintiff's secure communication equipment are also covered by United States Patent No. 9,282,105 entitled "Wide area network access management computer" (the '105 Patent), which was duly issued by the USPTO on March 3, 2016. A copy of the '105 Patent is attached as Exhibit C. Plaintiff is the exclusive licensee of the '105 Patent and has standing to sue for infringement.

9. Plaintiff's secure communication equipment are also covered by United States Patent No. 9,485,277 entitled "Wide area network access management computer" (the '277 Patent), which duly issued by the USPTO on November 1, 2016. A copy of the '277 Patent is attached as Exhibit D. Plaintiff is the exclusive licensee of the '277 Patent and has standing to sue for infringement.

Defendant's Infringement

10. In or around February 2012, Plaintiff discovered that Defendant was

offering for sale and selling secure communication equipment as taught by Plaintiff's then-pending Patent application, '425 Patent and contacted Plaintiff via email to discuss their products, a copy of which is attached as Exhibit E.

11. On June 27, 2013, Plaintiff sent an email to Defendant, a copy of which is attached as Exhibit F, advising Defendant of its infringement.

12. Defendant responded in an email dated June 27, 2013, a copy of which is attached as Exhibit G, stating Defendant would investigate the issue and requesting information about Plaintiff's Attorney and licensing structure.

13. Between June 27, 2013 and around April 2016 emails and letters were sent in an attempt to negotiate a licensing agreement, but ultimately no agreement was reached. A copy of an email exchange between Plaintiff's Attorney and Defendant's Attorney beginning December 16, 2014 is attached as Exhibit H.

14. On March 25, 2016 Plaintiff's Attorney sent an email and letter to Defendant notifying them of the Plaintiff's intellectual property rights and inquiring to set up a licensing agreement, a copy of which is attached as Exhibit I.

15. On May 5, 2016 Plaintiff's Attorney sent an email to Defendant after a period of approximately a month of no response requesting a response, a copy of which is attached as Exhibit J.

16. On October 11, 2016 Plaintiff's Attorney sent a letter to Defendant advising them that Plaintiff was aware of the *Endeavor* line of products were currently being sold and that they were believed to be infringing Plaintiff's Patents

‘425 and ‘105 and then pending application 15/06,106 which later issued as Patent ‘277, attached as Exhibit K.

17. Attached as Exhibit L is a screen capture of one of Defendant’s infringing *Endeavor* products acquired from Defendants website: www.missionmobility.com/project/endeavor/. Upon information and belief, the *Endeavor* products are available for sale within this jurisdiction.

18. Defendant’s continued sales and offers for sale of the Endeavor line of products was and is:

(a) With full knowledge of Plaintiff’s ‘425, ‘105, and ‘277 Patents, and

(b) Was and is with the intent and for the purpose, and has had the effect, of wrongfully infringing upon Plaintiff’s ‘425, ‘105, and ‘277 Patents.

19. All such conduct by Defendant was and continues to be in bad faith, willful, deliberate and in knowing violation of the law.

20. The activities of Defendant complained of herein have caused, and unless restrained and enjoined by the Court will continue to cause, irreparable harm, damage, and injury to Plaintif, including within this jurisdiction.

21. Upon information and belief, Defendant will continue its tortious acts including its infringement and unfair competition unless restrained by this Court.

COUNT I

Infringement of U.S. Patent No. 8,832,425

22. The allegations of paragraphs 1 through 21 are incorporated herein by reference as though fully set forth herein.

23. Defendant has engaged and is engaging in unauthorized conduct and activities that violate 35 U.S.C. § 271(a), constituting direct infringement of one or more claims of the '425 Patent, both literally and/or under the doctrine of equivalents.

24. Defendant's infringing *Endeavor* product infringes at least claim 1 of the '425 Patent. Plaintiff expressly reserves the right to assert additional claims of the '425 Patent. The chart below summarizes claim 1 of the '425 Patent, as compared to Defendant's infringing *Endeavor* product:

Claim #	Claim Language	Defendant's infringing Endeavor line of products
1	A network access management device for secure communications comprising:	Defendant's infringing Endeavor product is a network access management device for secure communications.
	an internal data network communications interface configured to communicate with a classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE);	Defendant's infringing Endeavor product includes an internal data network communications interface configured to communicate with a classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE).
	an external data network communications interface configured to communicate with an unclassified network;	Defendant's infringing Endeavor product includes an external data network communications interface configured to communicate with an unclassified network.
	a user interface configured to subscribe the network access management device to the unclassified network;	Defendant's infringing Endeavor product includes a user interface configured to subscribe the network access management device to the unclassified network.
	a processor configured to perform	Defendant's infringing Endeavor product

Claim #	Claim Language	Defendant's infringing Endeavor line of products
	processing and protocols associated with interconnecting the internal data network communications interface and the external data network communications interface and associated with subscribing the network access management device to the unclassified network;	includes a processor configured to perform processing and protocols associated with interconnecting the internal data network communications interface and the external data network communications interface and associated with subscribing the network access management device to the unclassified network.
	wherein data can be communicated between the classified computer and the unclassified network via the network access management device on a condition that the device has been subscribed to the unclassified network using the user interface.	Defendant's infringing Endeavor product allows for data communicated between the classified computer and the unclassified network via the network access management device on a condition that the device has been subscribed to the unclassified network using the user interface.

25. Plaintiff has been injured by Defendant's infringement of the '425 Patent and will continue to be injured by Defendant's infringement of the '425 Patent unless enjoined from further infringement by this Court.

26. Plaintiff is informed and believes, and on that basis alleges, that Defendant has profited by virtue of its infringement of the '425 Patent.

27. Plaintiff has sustained damages as a direct and proximate results of Defendant's infringement of the '425 Patent.

28. Defendant's infringement of the '425 Patent has caused and will continue to cause Plaintiff irreparable harm for which there is no adequate remedy at law.

29. Defendant's acts of infringement are in willful and wanton disregard of Plaintiff's rights accorded by the '425 Patent, and this case is exceptional within the meaning of 35 U.S.C. § 285.

COUNT II

Infringement of U.S. Patent No. 9,282,105

30. The allegations of paragraphs 1 through 29 are incorporated herein by reference as though fully set forth herein.

31. Defendant has engaged and is engaging in unauthorized conduct and activities that violate 35 U.S.C. § 271(a), constituting direct infringement of the '105 Patent, both literally and/or under the doctrine of equivalents.

32. Defendant's infringing Endeavor product infringes at least claim 1 of the '105 Patent. Plaintiff expressly reserves the right to assert additional claims of the '105 Patent. The chart below summarizes claim 1 of the '105 Patent, as compared to Defendant's infringing *Endeavor* product:

Claim #	Claim Language	Defendant's infringing Endeavor line of products
Claim 1	A network access management device for secure communications comprising:	Defendant's infringing Endeavor product is a network access management device for secure communications.
	an internal data network communications interface configured to communicate with a classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE);	Defendant's infringing Endeavor product includes an internal data network communications interface configured to communicate with a classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE).
	an external data network communications interface configured to communicate with an unclassified network;	Defendant's infringing Endeavor product includes an external data network communications interface configured to communicate with an unclassified network.
	a processor configured to perform processing and protocols associated with interconnecting the internal data network communications interface and the external data network communications interface, and associated with subscribing the network access management device to the unclassified network;	Defendant's infringing Endeavor product includes a processor configured to perform processing and protocols associated with interconnecting the internal data network communications interface and the external data network communications interface, and associated with subscribing the network access management device to the

Claim #	Claim Language	Defendant's infringing Endeavor line of products
		unclassified network.
	wherein data can be communicated between the classified computer and the unclassified network via the network access management device on a condition that the device has been subscribed to the unclassified network.	Defendant's infringing Endeavor product allows for data communicated between the classified computer and the unclassified network via the network access management device on a condition that the device has been subscribed to the unclassified network.

33. Plaintiff has been injured by Defendant's infringement of the '105 Patent and will continue to be injured by Defendant's infringement of the '105 Patent unless enjoined from further infringement by this Court.

34. Plaintiff is informed and believes, and on that basis alleges, that Defendant has profited by virtue of its infringement of the '105 Patent.

35. Plaintiff has sustained damages as a direct and proximate results of Defendant's infringement of the '105 Patent.

36. Defendant's infringement of the '105 Patent has caused and will continue to cause Plaintiff irreparable harm for which there is no adequate remedy at law.

37. Defendant's acts of infringement are in willful and wanton disregard of Plaintiff's rights accorded by the '105 Patent, and this case is exceptional within the meaning of 35 U.S.C. § 285.

COUNT III

Infringement of U.S. Patent No. 9,485,277

38. The allegations of paragraphs 1 through 37 are incorporated herein by

reference as though fully set forth herein.

39. Defendant has engaged and is engaging in unauthorized conduct and activities that violate 35 U.S.C. § 271(a), constituting direct infringement of the '277 Patent, both literally and/or under the doctrine of equivalents.

40. Defendant's infringing Endeavor product infringes at least claim 1 of the '277 Patent. Plaintiff expressly reserves the right to assert additional claims of the '277 Patent. The chart below summarizes claim 1 of the '277 Patent, as compared to Defendant's infringing *Endeavor* product :

Claim #	**Claim Language**	**Defendant's infringing Endeavor line of products**
Claim 1	A network access management device configured to provide secure communications to plurality of users through an unclassified network, the device comprising:	Defendant's infringing Endeavor product is a network access management device configured to provide secure communications to plurality of users through an unclassified network.
	a plurality of internal data network communications interfaces configured to communicate with at least one classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE);	Defendant's infringing Endeavor product includes a plurality of internal data network communications interfaces configured to communicate with at least one classified computing device using a National Security Agency (NSA) High Assurance Internet Protocol Encryptor (HAIPE).
	an external data network communications interface configured to communicate with an unclassified network;	Defendant's infringing Endeavor product includes an external data network communications interface configured to communicate with an unclassified network;
	a processor configured to perform processing and routing protocols associated with interconnecting the internal data network communications interface and the external data network communications interfaces, and associated with subscribing the network access management device to the unclassified network;	Defendant's infringing Endeavor product includes a processor configured to perform processing and routing protocols associated with interconnecting the internal data network communications interface and the external data network communications interfaces, and associated with subscribing the network access management device to the unclassified network.

Claim #	Claim Language	Defendant’s infringing Endeavor line of products
	wherein data can be communicated between the at least one classified computing device and the unclassified network via the network access management device on a condition that the processor has performed operations necessary to communicate through the external network interface.	Defendant’s infringing Endeavor product allows for data communicated between the at least one classified computing device and the unclassified network via the network access management device on a condition that the processor has performed operations necessary to communicate through the external network interface.

41. Plaintiff has been injured by Defendant’s infringement of the ‘277 Patent and will continue to be injured by Defendant’s infringement of the ‘277 Patent unless enjoined from further infringement by this Court.

42. Plaintiff is informed and believes, and on that basis alleges, that Defendant has profited by virtue of its infringement of the ‘277 Patent.

43. Plaintiff has sustained damages as a direct and proximate results of Defendant’s infringement of the ‘277 Patent.

44. Defendant’s infringement of the ‘277 Patent has caused and will continue to cause Plaintiff irreparable harm for which there is no adequate remedy at law.

45. Defendant’s acts of infringement are in willful and wanton disregard of Plaintiff’s rights accorded by the ‘277 Patent, and this case is exceptional within the meaning of 35 U.S.C. § 285.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff PRAYS FOR RELIEF from the actions and conduct of Defendant as follows:

1. That the Court enter judgment that Defendant has infringed one or more claims of the '425 Patent;

2. That the Court enter judgment that Defendant has infringed one or more claims of the '105 Patent;

3. That the Court enter judgment that Defendant has infringed one or more claims of the '277 Patent;

4. That the Court enter judgment that the '425 Patent is valid and enforceable;

5. That the Court enter judgment that the '105 Patent is valid and enforceable;

6. That the Court enter judgment that the '277 Patent is valid and enforceable;

7. That the Court enter judgment awarding Plaintiff all damages pursuant to 35 U.S.C. § 284 adequate to compensate for Defendant's infringement, and in no event less than a reasonable royalty for Defendant's acts of infringement, including all pre-judgment and post-judgment interest at the maximum rate permitted by law;

8. That the Court enter judgment awarding Plaintiff all damages,

including treble damages, based on any infringement found to be willful, pursuant to 35 U.S.C. § 284, together with pre-judgment interest;

9. That the Court enter judgment awarding Plaintiff its actual damages suffered by Plaintiff as a result of Defendant's unlawful conduct, in an amount to be proven at trial, as well as pre-judgment interest as authorized by law;

10. That the Court enter judgment that this is an exceptional case and award to Plaintiff all of its costs and reasonable attorneys' fees incurred in this action as provided by 35 U.S.C. § 285;

11. That Defendant, its agents, officers, sales representatives, servants, employees, associates, attorneys, successors and assigns, and any and all persons or entities acting by, through, under, or in active concert or in participation with any or all of them, be enjoined preliminarily and permanently by Order of this Court from doing, abiding, causing or abetting any of the following:

a. directly or indirectly infringing Plaintiff's '425 Patent, or aiding or abetting any others in directly or indirectly infringing Plaintiff's '425 Patent;

b. directly or indirectly infringing Plaintiff's '105 Patent, or aiding or abetting any others in directly or indirectly infringing Plaintiff's '105 Patent; or,

c. directly or indirectly infringing Plaintiff's '277 Patent, or aiding or abetting any others in directly or indirectly infringing Plaintiff's '277

Patent.

12. That Defendant be ordered to deliver up to Plaintiff for destruction, all products, promotional materials, advertisements, package inserts, packaging, labeling and other communications to the public in its possession or under its control embodying, offering or relating to any of Defendant's infringing *Endeavor* line of products;

13. That Defendant be ordered to withdraw, remove, delete or disable any website pages or links from any location on the internet selling or offering for sale Defendant's infringing *Endeavor* line of products;

14. That Defendant be ordered to take all necessary and appropriate steps to recall for destruction all goods infringing the '425 Patent, the '105 Patent, and/or the '277 Patent; and,

15. That the Court award Plaintiff such other relief as the Court deems just and proper.

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned hereby certifies, pursuant to Local Civil Rule 11.2, that with respect to the matter in controversy herein, neither Plaintiff nor Plaintiff's attorneys are aware of any other action pending in any court, or of any pending arbitration or administrative proceeding, to which this matter is subject.

JURY DEMAND

Plaintiff demands trial by a jury on all claims to which it is entitled.

INFORMATION ASSURANCE SPECIALISTS, INC.

DATE: December 2, 2016

By: s/Michael F. Snyder

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